


to increase market share, instead of by competing on price and quality. The public interest would clearly not be served by permitting SWBT to enter the long-distance market in its region at this time.

### CONCLUSION

For all the foregoing reasons, SWBT's application should be denied.

Respectfully submitted,

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Dated: May 1, 1997.

## CERTIFICATE OF SERVICE

I, Jerome L. Epstein, hereby certify that the foregoing "Comments of MCI Telecommunications Corporation" was served this 1st day of May, 1997, by the methods indicated below, upon each of the following persons:

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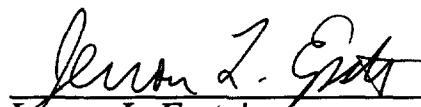
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**BEFORE THE  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, D.C. 20554**

**DOCKET FILE COPY ORIGINAL**

In the Matter of	)	
	)	
Application of SBC Communications,	)	
Inc. Pursuant to Section 271 of the	)	
Telecommunications Act of 1996 to	)	CC Docket No. 97-121
Provide In-Region, InterLATA	)	
Services in Oklahoma	)	

**EXHIBITS TO COMMENTS OF  
MCI TELECOMMUNICATIONS CORPORATION**



BEFORE THE  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, D.C. 20554

In the Matter of:	)	
	)	
Application of SBC Communications, Inc.,	)	
Southwestern Bell Telephone Company,	)	CC Docket No. 97-121
and Southwestern Bell Communications	)	
Services, Inc., d/b/a Southwestern Bell	)	
Long Distance, for Provision of In-region	)	
InterLATA Services in Oklahoma	)	

**AFFIDAVIT OF DAVID AGATSTON**  
**on Behalf of MCI Telecommunications Corporation**

I, David Agatston, declare as follows:

1. I am a Senior Manager of Local Interconnection within MCImetro's Local Services Network Engineering group. I am responsible for managing the end-to-end activities required to interconnect MCImetro's switches with incumbent local exchange carriers ("ILECs"), interexchange carriers, and other competitive local exchange carriers ("CLECs"). This includes network design and planning, negotiating interim interconnection agreements when necessary, and planning for support of 911 service. Prior to my current position as Senior Manager of Local Interconnection, I was a Manager in MCImetro's Network Planning Organization. In that position, I managed a group responsible for the long-term network design and planning of MCImetro's network. This included determining the number and location of MCImetro's switches to be deployed, monitoring capacity on MCImetro's SONET rings, and developing and

implementing plans with the ILECs to interconnect MCImetro's switches to the ILEC network.

Before holding that position, I was a Senior Staff Member in MCI's Eastern Region Access Management organization. In that position, I was responsible for working with MCI's Regulatory organization to assess the financial and operational impact of the FCC's Local Transport Restructuring Order (92-442) and the FCC's Expanded Interconnection Order (92-441), and helping develop MCI policy positions relating to the implementation of the Orders.

2. Prior to these jobs with MCI, I was employed as a Senior Consultant with Deloitte & Touche's Washington, D.C. management consulting practice. In that position, I worked on various engagements within the telecommunications industry. These included supporting contract negotiations for clients interested in signing long-term volume commitments with interexchange carriers and a strategy assessment for a client interested in entering the long-distance industry as a reseller. I was employed with MCI from 1986 until 1990 in two different positions. From 1988 until 1990, I was employed as a Team Leader within MCI's Capacity Planning department. In that position, I was responsible for developing long-term switch and signaling network capacity plans. This included the publication of MCI's first long-term switch and SS7 network plans. From 1986 until 1988, I was a Routing Engineer in MCI's Network Management department. In that position, I was responsible for designing switch translations for new products, including MCI's 800 and VNET offerings. I received a Bachelor of Science degree in Electrical and Biomedical Engineering from Duke University and a Master of Business Administration from the Colgate Darden School of Business at the University of Virginia.

3. The purpose of this affidavit is to explain that Southwestern Bell Telephone Company ("SWBT") has not fully implemented in Oklahoma the competitive checklist

set forth in Section 271(c)(2)(B) of the Telecommunications Act of 1996 ("Act"). This affidavit addresses SWBT's compliance with the checklist in terms of readiness to provide all checklist items; it does not address whether SWBT's prices for various checklist items are compliant with the Act. I focus on some of the many checklist implementation issues that remain unaddressed, or not fully addressed, in SWBT's application under § 271, with particular attention to the affidavits of William Deere, Dale Kaeshoefer, and other SWBT personnel. I focus also on several respects in which SWBT's interconnection agreements and Statement of Generally Available Terms and Conditions ("SGAT") fail on their face to offer what the Act requires. It is my opinion that SWBT has not begun to show that it is providing -- or that it is even able today to provide -- all of the checklist items in a manner that is fully consistent with the requirements of the Act.

## **OVERVIEW**

4. Because of the overwhelming expense required to become a facilities-based local competitor, MCI is taking a staggered approach to entry in the local markets nationwide. It simply is not possible to construct facilities in every state simultaneously, despite MCI's expenditure of over \$1 billion on local exchange facilities to date, with an additional \$700 million to be spent on local exchange facilities by year-end. Although MCI has not entered the Oklahoma market yet, entry throughout SWBT's region remains a critical part of MCI's plans. Currently, MCI plans to enter the local market in Oklahoma in the second half of 1998, depending on the evolving competitive environment. Thus, the shortcomings of SWBT's checklist implementation are of great importance to MCI.

5. MCI requested interconnection and access to unbundled elements throughout SWBT's region in March 1996. In negotiations with SWBT in Texas and Missouri, MCI requested that any agreement reached apply region-wide, but SWBT refused that request. MCI therefore is pursuing state-specific negotiations for Oklahoma, Kansas, and Arkansas, although those negotiations must proceed from scratch because of SWBT's refusal to use the Texas or Missouri agreement as a starting point. Again, MCI is extremely interested in the status of SWBT's compliance with the competitive checklist because these issues are critical to MCI's negotiations and to its effective entry in Oklahoma.

6. The fundamental problem with SWBT's claims of checklist compliance is that SWBT speaks not in terms of what it is providing to CLECs today, but in terms of what it plans to provide to CLECs in the future. Because SWBT is not yet providing most checklist items, and because it is providing no checklist item in the quantities that will be needed when local competition truly arrives in Oklahoma, two crucial questions are left unanswered: whether SWBT actually can provide all checklist items as required by the Act, and whether it can and will do so in a nondiscriminatory manner at parity with how it provisions the same items to itself. The affidavits submitted by SWBT recite the various items required by the checklist, and state in general terms that SWBT is making each item available, but they say very little about how these many requirements are actually to be implemented, how quickly they can be implemented and in what volumes, or how CLECs or regulators are to know whether the various checklist items are being provided at parity. These are questions that must be answered on the basis of actual experience.

7. SWBT relies on its interconnection agreement with Brooks Fiber and its SGAT, but an agreement or SGAT alone does not and cannot mean that the competitive checklist requirements are fully implemented or can easily be implemented in order to make the purchase of unbundled elements and interconnection feasible. Having a contract is just a start -- it does not itself amount to implementation. Implementation requires real-world experience. Providing access to unbundled network elements, for example, is a new enterprise for SWBT. As of yet, SWBT has no experience-tested processes in place through which CLECs can obtain these elements. The fact is that SWBT has extremely little experience providing any checklist items because, today, there is extremely little local competition in Oklahoma. As just one measure, for example, MCI terminated 334,607 access minutes to Oklahoma CLECs in February 1997, while it terminated 50,786,762 access minutes to ILECs. That puts the CLEC share at about 0.65%. Similarly, the minute level of CLEC activity is illustrated by the fact that CLECs have been assigned only two NXX codes in Oklahoma City and three NXX codes in Tulsa (see Butler Aff., ¶ 9) -- as compared to the 140 SWBT NXX codes in Oklahoma County and the 127 SWBT NXX codes in Tulsa County.

8. Not only do SWBT's affidavits fail to describe any actual provisioning of checklist items to operational competitors, with few exceptions they do not even explain any concrete steps that SWBT might have taken to make such provisioning possible. There is no description, for example, of any tests or trials of the procedures SWBT says it is developing in order to provide access to unbundled elements. There are no representations that SWBT has provided specific quantities of unbundled elements or resold lines to CLECs, even on a test basis, and often SWBT acknowledges that it has not yet provided particular checklist items to any

CLEC. There is no foundation, in other words, for a conclusion that SWBT is capable of providing all of the checklist items, let alone that SWBT has developed sufficient experience such that CLECs may have reasonable expectations about SWBT's future performance.

9. These concerns become even more critical when the subject matter of the relevant transactions is new, involving practices with which the parties and the industry have little experience. That is the case here, where no incumbent LEC has ever provided the required unbundling and interconnection on a commercially significant scale. In the agreements and the SGAT that SWBT references, many of the terms and conditions have no commonly understood meaning either in the industry in general or specifically as between SWBT and its potential competitors. Nor are there general understandings or past practice to fall back on if there is a dispute about how quickly a particular request should reasonably be implemented, or how a particular requested item is expected to work. For these reasons, detailed and specific implementation provisions, benchmarks, performance standards, and definitions are critical to moving toward actual implementation. Such detailed and specific provisions are notably lacking in SWBT's application. For example, SWBT's SGAT provides a table for performance standards, but only for small quantities of loops and interim local number portability. All other items are left without performance intervals. See SGAT, p. 21.

10. Given the state of the systems that are needed to support pre-ordering, ordering, provisioning, billing, and maintenance and repair of the various checklist items, as described in the affidavit of Samuel King, it is not surprising that SWBT's application, and its SGAT, make only vague and generalized promises. Simply put, the necessary systems are for the most part not there yet to support effective checklist implementation. In any event, SWBT has

not yet provided the kinds of detailed representations that would assure a potential competitor that it can get what it needs today to compete effectively for SWBT's customers. For example, too many details are deferred to future negotiations via SWBT's 120-day Bona Fide Request ("BFR") process, including all details regarding access to technically feasible elements and combinations of elements that SWBT is not already providing. The BFR process should be reserved for access to elements that are not currently technically feasible. Forcing CLECs to undergo the delay and administrative burden of BFR for access to elements that are known to be technically feasible will unfairly delay CLEC entry into the local market.

11. In short, SWBT's application states that it will provide what the checklist requires, and points to the documents in which it offers to do so. But it falls far short of demonstrating that SWBT is providing all checklist items today, or even that it has implemented tested procedures for providing all checklist items in the near future. SWBT is far from having developed sufficient experience providing any of the checklist items such that CLECs can rely upon and meaningfully measure SWBT's future performance. As of yet, it cannot be said that SWBT has fully implemented the competitive checklist.

#### **INTERCONNECTION (Checklist Item (i))**

12. MCI and other new entrants into local markets plan to interconnect with SWBT using collocation (physical and virtual). MCI is not efficiently interconnected with SWBT if it cannot collocate on fair and nondiscriminatory terms and conditions. SWBT has not implemented interconnection until it has implemented collocation.

13. SWBT states that a single CLEC (presumably Brooks Fiber) is now using virtually collocated facilities in just two Oklahoma wire centers. Kaeshoefer Aff. ¶ 25. SWBT does not claim that it has yet provided any physical collocations, which are often preferable because the CLEC retains control over the collocated equipment. Moreover, important implementational and performance-related details, such as the intervals within which SWBT intends to provide physical collocation, are absent from both SWBT's SGAT and its agreement with Brooks. See, e.g., SGAT App. NIM, p. 7. So long as SWBT has not acquired sufficient experience providing collocation, and CLECs cannot depend on well-established procedures and intervals, SWBT has not fully implemented interconnection. Full implementation requires that SWBT develop enough collocation experience that CLECs and regulators can determine that the system is working and can hold SWBT accountable if its performance deteriorates. This implementation is critically important not only for effective interconnection, but also because CLECs cannot access all unbundled elements unless they have collocation in place.

14. In addition, SWBT's interconnection offering is inconsistent with the Act because it provides only for one-way trunk groups to carry intraLATA toll traffic from the CLEC's network to SWBT's access tandem and to carry local and intraLATA traffic from SWBT's tandems to the CLEC's network. Deere Aff. ¶¶ 27, 30; Butler Aff. ¶ 5. Because it avoids the need to install an additional trunk group, two-way trunking is more efficient and less costly, and it would therefore allow CLECs to bring competition to the local market more quickly and effectively. However, SWBT limits the availability of two-way trunking to trunk groups carrying interLATA traffic. There is no technical justification for this limitation, particularly

because BOCs already use two-way trunking in their own networks and provide two-way trunking to independent LECs.

**UNBUNDLED NETWORK ELEMENTS**  
**(Checklist Item (ii))**

15. The Act requires SWBT to provide nondiscriminatory access to unbundled network elements at any technically feasible point. 47 U.S.C. § 251(c)(3). These elements must be provided, moreover, in any technically feasible combination. 47 C.F.R. § 51.315. SWBT has failed to satisfy these requirements. SWBT's failure to provide unbundled loops, unbundled switching, and unbundled transport in accordance with the Act is discussed in separate sections of this affidavit because those elements are separate checklist items. In addition, however, SWBT has not demonstrated that it will provide all other technically feasible network elements, particularly subloop elements and dark fiber, or that it will provide combinations of network elements as required by the Act.

A. Subloop elements

16. There is no question that it is technically feasible for SWBT to provide unbundled access to subloop elements at the feeder/distribution interface. SWBT has not attempted to present any evidence demonstrating otherwise. However, SWBT makes no reference anywhere in its application to the availability of unbundled feeder and distribution (subloop elements), and, in fact, seems to suggest that it will not make unbundled subloop elements available to CLECs. See Kaeshoefer Aff. ¶ 42 ("The [FCC's] Rules do not require any further unbundling of local loop transmission (except for NIDs . . .).").

17. Access to unbundled distribution is vitally important to CLECs that are building their networks into new areas. With access to unbundled subloops, CLECs can connect their own feeder to the unbundled distribution, reducing their reliance on SWBT-owned facilities and increasing facilities-based competition. For example, if a CLEC has a SONET ring running down a road past many customer premises, it is still extremely difficult, time-consuming, and expensive for the CLEC to negotiate entrance rights-of-way with property owners and to construct entrance facilities. I am informed that MCI's negotiations with property owners takes an average of six months, and has taken as long as 18 months. This lengthy process involves negotiation with real estate companies, obtaining rights-of-way and approvals to use risers and conduits, and construction approval where construction is required -- such as the many instances where risers are already full. Even when MCI eventually gains access to a building, it does not know whether it will regain its substantial investment in the local loop. However, if MCI can efficiently interconnect with SWBT at the feeder/distribution interface and utilize SWBT's distribution, it can maximize the use of its network and be in a position to compete fully. This is consistent with a central goal of the unbundling requirements -- affording new competitors the option of relying on their own facilities to the extent practicable and avoiding unnecessary dependence on ILEC facilities. SWBT's refusal to provide subloops restricts the ability of CLECs to achieve this.

B. Dark fiber

18. Likewise, although access to unbundled dark fiber is technically feasible, SWBT does not speak to this element -- except, perhaps, through its general indication that

additional interoffice transmission facilities not listed in its SGAT may be requested through the BFR process. Kaeshoefer Aff. ¶ 44.

19. Dark fiber is fiber that has been deployed but that has not yet been “lit” by electronic equipment at either end -- in effect, it is simply excess transmission capacity. It is important for developing CLECs to be able to access SWBT’s dark fiber in order to most efficiently and flexibly expand their facilities-based competitive presence by installing their own electronics that comport with their network architectures. Because network construction for the initial placement of fiber facilities is timely and costly, involving permits, road work, conduit placement, and more, telecommunications carriers typically install large quantities of fiber cables. MCI believes that SWBT has dark fiber available where it has upgraded its facilities from copper plant, and should be required to provide plant records to detail where excess capacity exists. Without this network element, MCI’s only choices are to undertake the timely and expensive construction effort to place its own fiber in the ground or to purchase the use of lit fiber transport services from SWBT. For these reasons, ILECs have been ordered to provide dark fiber as an unbundled element in state arbitration proceedings in Michigan, Ohio, Illinois, Wisconsin, Georgia, Kentucky, Tennessee, Massachusetts, Texas, Missouri, Minnesota, Iowa, Oregon, Washington, and Arizona. SWBT’s unwillingness to provide dark fiber (or to provide it only pursuant to the BFR process) needlessly hinders CLECs’ competitive expansion.

C. Combinations of elements

20. SWBT does not claim that it is currently furnishing any CLEC with combinations of unbundled elements. The Kaeshoefer affidavit offers only the vague assertion that SWBT “makes available to requesting carriers the option to combine unbundled network

elements with other unbundled network elements . . . and offers a number of cross-connect options to facilitate that process.” Kaeshoefer Aff. ¶ 38. SWBT’s lack of implementation and of specificity is not surprising. To my knowledge, SWBT has not yet fully implemented the processes that would facilitate ordering and provisioning of combinations of elements.

21. Absent any standard industry practice, there need to be detailed definitions of the combinations that SWBT will offer and of how SWBT will provide them. In SWBT’s application there are none. SWBT also has not described any testing of systems that would be used to provide combinations. Moreover, SWBT is obligated under the Act to permit any combination of unbundled elements that is technically feasible, but SWBT states that it will not provide combinations that it is not already providing except through the BFR process.

Kaeshoefer Aff. ¶ 38. The BFR process is an inappropriate restriction on the availability of technically feasible elements in any case; here, the fact that SWBT is not already providing any combinations ensures that the BFR process will repeatedly delay implementation of combinations of elements.

22. Access to combinations of unbundled elements is vital to the development of local competition. As one example of the value of combinations of elements, combinations of unbundled local transport, multiplexing/concentration, and unbundled loops would eliminate the need to collocate at a given facility, saving a CLEC significant expense. Although an interexchange carrier could order precisely that series of facilities to reach an access customer, a CLEC in Oklahoma today cannot order the same combination as unbundled elements. The requisite systems simply are not yet in place.

**UNBUNDLED LOOPS**  
**(Checklist Item (iv))**

23. The checklist expressly requires that ILECs provide unbundled access to local loops. 47 U.S.C. § 271(c)(2)(B)(iv). In addition, loops are network elements, which ILECs are required to provide on a nondiscriminatory basis. 47 U.S.C. § 251(c)(3), 271(c)(2)(B)(ii). This requirement dictates that ILECs provide unbundled network elements to CLECs in a manner that is equal to the manner in which they provide such elements to themselves, their affiliates, or other carriers. SWBT has not shown that it can meet these requirements reliably or that it can handle large volumes of loop orders. In fact, SWBT has not yet provided unbundled loops in any quantity to any CLEC. Although Brooks connects certain business customers to its network using T-1 circuits leased from SWBT, those facilities are leased pursuant to SWBT's Special Access Tariff -- not pursuant to SWBT's agreement with Brooks as unbundled loops. SWBT has not provided a single unbundled loop pursuant to any interconnection agreement or its SGAT. Consequently, SWBT's ability to provide loops in accordance with the Act is unclear.

24. What is clear is that the terms under which SWBT proposes to provide loops under its SGAT and the Brooks agreement do not meet the Act's requirement of parity. Although SWBT undoubtedly provisions loops for its own end users within a much shorter time, it has committed in the SGAT and Brooks agreement to provision unbundled loops to CLECs in a minimum of five days. SGAT p. 21, Brooks Agr. p. 19. This is not the parity required by the Act. The effect of the long interval is clear: customers -- particularly customers initiating new service -- are less likely to sign up with a CLEC if it will take at least five days to begin service with the CLEC but only a day or two to begin service with SWBT. There is no reason that

furnishing loops to CLECs should be technically more difficult for SWBT than furnishing loops to itself. Indeed, the only technical problem is the lack of fully implemented ordering systems. SWBT certainly is capable of providing unbundled loops within one or two days, similar to the time it takes to provide additional lines to its own customers. As a practical matter, SWBT can use the disparity in loop provisioning intervals both as a marketing tool to induce customers to remain with SWBT and as a means of pushing competitors towards reselling SWBT's service -- which could be started within SWBT's internal interval -- rather than providing competing service through use of unbundled elements.

25. Finally, SWBT unreasonably restricts access to technically feasible loop types, particularly loops capable of supporting ADSL and HDSL. SWBT states that it will provide standard 2-wire and 4-wire loops, but requires the BFR process to be utilized when CLECs request additional unbundled loop types. Deere Aff. ¶ 63; Kaeshoefer Aff. ¶ 41. Clearly, SWBT is not providing such loop types to CLECs today, and will commit to doing so in the future only after the delay inherent in the BFR process. This is important, because CLECs cannot compete effectively unless they also can support all services and transmission levels that SWBT can provide to its end users.

#### **UNBUNDLED TRANSPORT (Checklist Item (v))**

26. Again, the extent to which SWBT is actually providing unbundled transport pursuant to the Brooks agreement or its SGAT is not clear from SWBT's application. Nor has SWBT spelled out the procedures to be used or performance standards applicable to provisioning of unbundled transport. On this record, it is impossible to conclude that SWBT has

implemented unbundled transport and is providing it in a reasonable and nondiscriminatory manner.

**UNBUNDLED SWITCHING**  
**(Checklist Item (vi))**

27. SWBT states that it is not yet furnishing any CLEC with any unbundled switching functions or capabilities. Butler Aff. ¶ 7. SWBT describes in general terms the switching product that it plans to provide, but gives no basis for concluding that it is capable today of providing that product. For example, no testing of ordering procedures is described in any of SWBT's affidavits. There is no basis for SWBT to claim that it is providing unbundled switching or even that it has implemented procedures for providing unbundled switching.

**ACCESS TO NUMBERS**  
**(Checklist Item (ix))**

28. SWBT, the NXX administrator in its region, claims that it provides nondiscriminatory access to NXX codes as required by the Act. See Adair Aff. ¶ 15. However, SWBT does not describe any steps it might have taken to ensure efficient management of NXX resources, and, in fact, SWBT has not managed NXX resources efficiently. Oklahoma's 405 numbering plan area ("NPA") is in a jeopardy situation, meaning that demand for NXX resources will exceed supply before relief can be scheduled. See Adair Aff. ¶ 16. This jeopardy is a direct result of SWBT's failure to perform adequate and timely code relief planning in its role as NXX administrator. CLECs need an NXX code for every switch in every rate center if they are to offer competitive service, and current supplies will not permit even the existing and pending certified CLECs to obtain enough NXXs to serve throughout the 405 area.

29. Guaranteeing equal access to numbers is an explicit requirement of the competitive checklist because it is extremely important to new entrants in the local exchange market, especially when all the NXX codes within an area code become exhausted. In such situations, CLECs will be affected to a much greater extent than ILECs, because ILECs already have NXX codes covering their entire territory, whereas CLECs can be completely blocked from extending service until a new area code is implemented, a process that typically takes more than a year to complete. In addition, as the inventory of NXX codes approaches exhaustion in an NPA, ILECs may allocate less desirable codes to their competitors. SWBT must make it clear that such tactics will not be attempted in Oklahoma.

**ACCESS TO CALL-RELATED DATABASES AND SIGNALING LINKS  
(Checklist Item (x))**

30. Access to SWBT's call-related databases and associated signaling is required by the checklist. 47 U.S.C. § 271(c)(2)(B)(x). Again, SWBT will not have fully implemented the checklist until it is actually and verifiably providing such access on reasonable, nondiscriminatory terms. SWBT does not claim that it is providing SS7 Common Channel Signaling interconnection or access to 800/888, line information, or AIN databases to CLECs today. SWBT states in general terms that it offers this interconnection and access, but these representations must be viewed as what they are: unimplemented promises. See Deere Aff. ¶¶ 87-109. SWBT does not provide detail as to how these items will be provided. It is certainly not surprising that SWBT does not yet provide sufficient detail to enable CLECs to understand how to access SWBT's signaling and related databases. These are completely new services with which

SWBT has little prior experience, involving technical and operational complexities that SWBT has not even attempted to address in its application.

**NUMBER PORTABILITY  
(Checklist Item (xi))**

31. It is not clear that SWBT has sufficiently implemented interim local number portability (“ILNP”), as required by 47 U.S.C. § 271(c)(2)(B)(xi), because the procedures used by SWBT to provide Remote Call Forwarding have not been shown to be capable of supporting large volumes. To date, SWBT acknowledges that its only experience with ILNP provisioning in Oklahoma has been “several INP-Remote orders” for Brooks Fiber. Baker-Oliver Aff. ¶ 21. SWBT does not say what steps, if any, it has taken to handle the high volumes of ILNP orders that can be expected when facilities-based competition arrives in Oklahoma. SWBT might be able to process a handful of orders successfully today, but that does not mean it can process orders successfully when there are hundreds of orders coming in per day.

**DIALING PARITY  
(Checklist Item (xii))**

32. The Act requires ILECs to provide dialing parity, which Congress defined as including the duty to provide nondiscriminatory access to directory listings. 47 U.S.C. § 251(b)(3). In implementing this requirement, the Commission specifically ordered that ILECs “provide directory listings to competing providers in readily accessible magnetic tape or electronic formats.” 47 C.F.R. § 51.217(c)(3)(ii). Moreover, the Commission has made clear that these “readily accessible” formats are required “to ensure that no LEC, either inadvertently or intentionally, provides subscriber listings in formats that would require the receiving carrier to

expend significant resources to enter the information into its systems.” Second Report and Order, ¶ 141. Despite this clear requirement, SWBT has stated that it will provide access to its DA databases only on a “read-only” basis, meaning that CLECs could access and read the database but could not download it in order to create their own DA databases. See Keener Aff. ¶ 6. CLECs need to have DA listings provided in magnetic tape or electronic formats because SWBT’s “read-only” format would be incompatible with CLECs’ maintenance of their own DA services. Because the FCC’s rules require the provision of DA databases both in “read-only” and magnetic tape or electronic formats, see 47 C.F.R. § 51.217(c)(3)(ii), SWBT has not implemented checklist item (xii). In addition, because DA databases are also an unbundled element, see Local Competition Order, ¶ 538 (“[T]he directory assistance database must be unbundled for access by requesting carriers.”), SWBT has also failed to implement checklist item (ii).

33. Provision of access to SWBT’s DA databases in electronic or magnetic tape formats is needed to allow CLECs to populate, and keep current, their own DA databases. If SWBT does not provide CLECs with access to the databases, but instead requires its competitors to access a database that they cannot control, CLECs will incur additional costs and will not have control over service quality and dialing delays. This result would discriminate against CLECs and would conflict with both the Act and the FCC’s Orders. Moreover, SWBT’s limitation of access to the data on a read-only basis restricts the development of new and enhanced services, such as reverse number searches, that CLECs could offer to make their services more attractive.

**RECIPROCAL COMPENSATION**  
**(Checklist Item (xiii))**

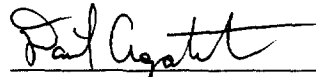
34. The reciprocal compensation process proposed by SWBT in the Brooks agreement and the SGAT is not equitable, because it does not provide for truly reciprocal compensation with respect to the tandem interconnection rate for terminating local traffic. SWBT intends to bill CLECs for tandem switching used to terminate calls from CLECs' customers. However, SWBT apparently will not permit CLECs to bill SWBT equally for the use of CLEC switches having the same functionality and geographic scope as SWBT's tandems. Instead, according to the SGAT and the Brooks agreement, SWBT will pay only the end office termination rate when a CLEC has a single switch, regardless of the switch's functionality and geographic scope. See SGAT, p. 4; Brooks Agr., p. 3.

35. MCI's and other CLECs' local switches perform the same functions and provide the same services -- transport and termination -- as do SWBT's tandem switches. When MCI interconnects with an ILEC's tandem and an ILEC interconnects with MCI's switch, the function performed by each switch is to allow customers of each carrier to call one other. That function is unaffected by the fact that the ILEC accomplishes it by using a tandem switch, while MCI uses a different network architecture. Accordingly, the reciprocal compensation arrangements contemplated by SWBT are not in fact reciprocal.

## CONCLUSION

36. SWBT has not yet approached full implementation of all fourteen checklist items. It is currently providing few checklist items, and none in commercially significant quantities. Promises to implement a checklist item at some later time are not the same as actual implementation today, as section 271 requires. At this early stage, it is not possible to say that SWBT has fully complied with the competitive checklist.

I hereby swear, under penalty of perjury, that the foregoing is true and correct, to the best of my knowledge and belief.



David Agatston

Subscribed and sworn before me this 30th day of April, 1997.

*State of Virginia*  
*County of Fairfax*



Notary Public

My commission expires: My Commission Expires February 28, 1999